

### **Documents required for Domestic Employee visas**

A personal or domestic employee who accompanies or follows to join a visiting foreign national or U.S. citizen employer who has a permanent home or is stationed in a foreign country, and who is visiting the United States temporarily must meet the following requirements to support their application for a visa:

1. The employee has a residence abroad which he or she has no intention of abandoning;
2. The employee has been employed abroad by the employer as a personal or domestic employee for at least six months prior to the date of the employer's admission to the United States;
3. In addition, the employer can show that while abroad the employer has regularly employed a domestic servant in the same capacity as that intended for the applicant;
4. The employee can demonstrate at least one year experience as a personal or domestic servant by producing statements from previous employers attesting to such experience; and
5. The employee is in possession of an original contract (in English and in Spanish) to be presented at the port of entry, which contains the original signatures of both the employer and the employee.

The employer and the employee have a signed employment contract, which contains statements that the employer is guaranteed the minimum or prevailing wages, whichever is greater for an eight-hour workday. In order to determine the wage, kindly see the following website: <http://www.flcdatcenter.com>. The Department of State believes that level 1 for 'maids and housekeeping cleaners; represents a fair wage for the purpose of a nonimmigrant visa issuance.

- The contract must also include that the employee is guaranteed free room and board, medical insurance, Social Security and any other **applicable taxes where and when required**, and the employer will be the only provider of employment to the employee;
- The employer must pay the domestic's initial travel expenses to the United States, and subsequently to the employer's onward assignment, or to the employee's country of normal residence at the termination of the assignment.
- The employer must be able to demonstrate that he or she has sufficient funds to provide the required wages and working conditions for the domestic employee as outlined above.
- The employer will give at least two weeks notice of his or her intent to terminate the employment, and the employee need not give more than two weeks notice of intent to leave the employment.

Prior to the employee's interview for a visa, the employee must have read the pamphlet on Nonimmigrant Rights, Protections and Resources (<http://www.travel.state.gov/pdf/Pamphlet-Order.pdf>). If the employee has questions or doubts regarding their rights and protections they should be raised at the interview.

**See attached for sample contract**

**Domestic Employee Contract for Employees of Persons with Non-Immigrant Visa Status or American Citizens Residing Abroad  
American Embassy, Quito, Ecuador**

The undersigned Employer and Employee commit themselves to the following:

1. The employee, Mr./Ms. \_\_\_\_\_ is guaranteed to be compensated at the state or federal minimum or prevailing wage, whichever is greater. State in which work will be performed: \_\_\_\_\_.  
  
Number of hours per workweek: \_\_\_\_\_  
Number of yearly holiday days: \_\_\_\_\_  
Number of yearly vacation days: \_\_\_\_\_  
Number of yearly sick days: \_\_\_\_\_  
Regular days of rest: \_\_\_\_\_  
  
Hourly salary: \$ \_\_\_\_\_  
  
The employee shall receive his/her salary every \_\_\_\_\_ from the beginning of this contract in \_\_\_\_\_ (specify currency).
2. The employee, Mr./Ms. \_\_\_\_\_ shall not accept any other employment while working for the employer.
3. The employee will perform the following work duties: \_\_\_\_\_  
\_\_\_\_\_.
4. The employer is required to pay all travel costs inherent to travel for the contract employee such as: airline tickets from Ecuador to the United States and vice versa, medical insurance while the employee is in his/her service, board and lodging expenses, Social Security and any other applicable taxes where and when required.
5. The employee shall normally work 40 hours per week. Any time worked in excess of 40 hours per week shall be considered overtime and shall be paid at least one-and-a-half times the hourly rate.
6. The employer agrees to abide by all Federal, State, and local laws in the United States, and not to withhold the passport, the employment contract, or other personal property of the employment.
7. The contract employee is obligated to leave the United States at the termination of the contract if not renewed and additionally the contractor must report to the Bureau of Immigration and Customs Enforcement of the United States any irregularity or violation incurred by the contract employee regarding the provisions of the present contract.

\_\_\_\_\_  
Signature of Employer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee  
Date: \_\_\_\_\_

**Must be signed in the presence of a U.S. Consular Officer**

**To be signed by the employee:**

**I have been provided a copy of the pamphlet and have been briefed on employee rights and resources available to aliens applying for employment-non-immigrant-visas.**

\_\_\_\_\_  
**Signature of Employee**

**Date:** \_\_\_\_\_

**Contrato de Servicios Domésticos para Personas con Visa de No-Inmigrante ó para Ciudadanos Americanos que residen en el exterior  
Embajada de los Estados Unidos de América  
Quito, Ecuador**

Ambos Empleada Doméstica y Empleador nos comprometemos a lo siguiente:

1. La Sra. (rita) \_\_\_\_\_ recibirá el salario mínimo a nivel estatal donde preste sus servicios, o a nivel federal, **el que sea mayor.** Estado donde va a realizar el trabajo: \_\_\_\_\_.

Número de horas de trabajo semanal: \_\_\_\_\_

Número de días feriados anual: \_\_\_\_\_

Número de días vacacionales anual: \_\_\_\_\_

Número de días de enfermedad anual: \_\_\_\_\_

Días regulares de descanso: \_\_\_\_\_

Salario a pagar por hora \$ \_\_\_\_\_

El Empleado recibirá su salario cada \_\_\_\_\_ a partir de la vigencia de este contrato en \_\_\_\_\_ (moneda).

2. El empleado, Sr./Srta. \_\_\_\_\_  
No podrá aceptar otro empleo mientras trabaje para el Empleador.

3. El Empleado/a desempeñará las siguientes labores domésticas:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

4. El Empleador se obliga a cubrir todos los gastos del Empleado inherentes al viaje, como son: pasaje aéreo de ida y retorno al Ecuador, seguro médico por el tiempo que trabaje a su servicio, gastos de alojamiento y pensión alimenticia; y, cuando sea obligatorio, Seguridad Social y otros impuestos aplicables.
5. La Empleada/o trabajará normalmente 40 horas por semana. En caso de que el empleador requiera la empleada/o podrá trabajar más de las 40 horas, y esto será considerado horas extras, por lo cual el empleador se compromete pagar por lo menos 1.5 veces el salario por hora.
6. El empleador se compromete respetar las leyes Federales, Estatales y locales, y de no retener el pasaporte, el contrato de trabajo, o cualquier otra propiedad personal del Empleado.
7. El Empleado está obligado a salir de los Estados Unidos cuando termina la vigencia del presente contrato en caso que no fuese renovado; y a la vez el Empleador está obligado a reportar a la Autoridad de Migraciones y Aduanas del Departamento de Seguridad Fronteriza Servicio de los Estados Unidos de Norteamérica, cualquier irregularidad o violación que incurriere el Empleado sobre los términos del presente contrato.

\_\_\_\_\_  
Firma Empleador

Fecha: \_\_\_\_\_

\_\_\_\_\_  
Firma Empleada Doméstica

Fecha: \_\_\_\_\_

**Deberá ser firmado en presencia del Oficial Consular**

**Requiere firma del Empleado**

Me han proporcionado una copia del folleto y me han informado sobre los derechos y recursos de los Empleados disponibles para “extranjeros que solicitan visa de empleo de no inmigrante”.

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Firma del Empleado

Fecha: -----